RECEIVED

BellSouth Telecommunications, Inc.

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2003 JUN 20 AN 8: 19 Guy M. Hicks

General Counsel
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June 18, 2003

VIA HAND DELIVERY

Hon. Sara Kyle Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505

Re:

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and MCImetro Access Transmission Services, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Docket No. 03-00397

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCImetro Access Transmission Services, L.L.C. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 17, 2002. The Amendment adds Line Splitting to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Vice President, Eastern Telco Line Cost, MCImetro Access Transmission Services, L.L.C.

Vice President & Chief Network Counsel, WorldCom, Inc.

Carrier Agreements, MCI WorldCom, Inc.

Commercial Counsel, MCI WorldCom, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY Nashville, Tennessee

In re:

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and MCImetro Access Transmission Services, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No.	

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND MCIMETRO ACCESS TRANSMISSION SERVICES, L.L.C. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, McImetro Access Transmission Services, L.L.C. ("McImetro Access") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 17, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, McImetro Access and BellSouth state the following:

- 1. MCImetro Access and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to MCImetro Access. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 19, 2002.
- 2. The parties have recently negotiated an Amendment to the Agreement which adds Line Splitting to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCImetro Access and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and McImetro Access within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. MCImetro Access and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

MCImetro Access and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This Post day of June , 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the Chapter day of 2003:

MCImetro Access Transmission Services, L.L.C. Attn: Vice President, Eastern Telco Line Cost 2520 Northwinds Parkway, 5th Floor Alpharetta, GA 30004

Vice President & Chief Network Counsel WorldCom, Inc. 22001 Loudoun County Parkway, Bldg. E1-3-610 Ashburn, VA 20147

Carrier Agreements MCI WorldCom Inc. 2520 Northwinds parkway, 5th Floor Alpharetta, GA 30004

Commercial Counsel MCI WorldCom, Inc. 2520 Northwinds Parkway, 5th Floor Alpharetta, GA 30004

AMENDMENT TO THE AGREEMENT BETWEEN MCIMETRO ACCESS TRANSMISSION SERVICES LLC AND BELLSOUTH TELECOMMUNICATIONS, INC.

DATED JUNE 17, 2002

Pursuant to this Amendment, (the "Amendment"), MCImetro Access Transmission Services LLC ("MCIm"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 17, 2002 ("Agreement") and shall be deemed effective as of thirty (30) calendar days after the date of the final signature on this document.

WHEREAS, BellSouth and MCIm entered into the Agreement on June 17, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to amend the Interconnection Agreement by adding the following to Attachment 3, Network Elements:

4.17.5 Line Splitting

- 4.17.1 Line Splitting allows a provider of data services (a "Data LEC") and a provider of voice services (a "Voice CLEC") to deliver voice and data service to end users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. MCIm shall provide BellSouth with a signed Letter of Authorization ("LOA") between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting Services.
- The splitter may be provided by the Data LEC, Voice CLEC or 4.17.2 BellSouth. When MCIm or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed, analog loop from the serving wire center to the network interface device (NID) at the end user's location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; and the high frequency spectrum line activation. The loop and port cannot be a loop and port combination (i.e. UNE-P), but will be replaced by individual standalone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the network interface device (NID) at the end user's location with CFA and splitter port assignments, the high frequency spectrum line activation and a collocation cross connection from the collocation space connected to a voice port.
- 4.17.3 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 4.17.4 When end users are converted to Line Splitting arrangements by MCIm or its authorized agent ordering Line Splitting Service, if the CLEC

wishes to provide the splitter, the line splitting arrangement will consist of a stand-alone UNE loop, a UNE port, the high frequency spectrum line activation, and two collocation cross connects. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.

- 4.17.5 If the line splitting arrangement is a migration from line sharing, and no central office wiring is required, the applicable nonrecurring rate to be paid by the Voice CLEC for this line splitting arrangement will be the non-recurring rate for the loop-port combination (switch-as-is). If CO wiring is required (data provider changing) the appropriate charge will be the switch-with-change to change the two collocation cross connections.
- 4.17.6 When end users using High Frequency Spectrum CO Based line sharing service convert to Line Splitting, BellSouth will discontinue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of MCIm or its authorized agent to determine if the loop is compatible for Line Splitting Service. MCIm or its authorized agent may use the existing loop unless it is not compatible with the Data LEC's data service and MCIm or its authorized agent submits an LSR to BellSouth to change the loop.
- 4.17.7 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement with CLEC splitter, a UNE-P arrangement with BellSouth Owned Splitter, BellSouth Retail Voice, BellSouth High Frequency Spectrum (CO Based) Line Splitting Service where the Data Provider remains, and BellSouth High Frequency Spectrum (CO Based) Line Splitting Service with the Data Provider changing.
- 4.17.8 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.
- 2. The Parties agree to amend the Interconnection Agreement by adding UNE Line Splitting Rates contained in Exhibit 1 to Attachment 1 Table 1.
- 3. All of the other provisions of the Agreement, dated June 17, 2002, shall remain in full force and effect.
- 4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

McImetro Access Transmission Services Lice By:	BellSouth Telecommunications, Inc. By: Market Grant G
Name: Marcel Henry	Name: ELIZ ARTH R. A. SHIRDISH
Title: Vice-President, National	Title: 1126CTON
Contract and Carrier Management Date: 5/12/03	Date: 1/13/03

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2 Wire Analog Voice (2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1	-	UEPSR, UEPSB	UEABS	11.74	31.99	20.02								
2 Wire Analog Voice (Zone 2	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting- Zone 2	7	UEP	UEALS	17.59	31.99	20.02								
2 Wire Analog Voice (2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting- Zone 2	7		UEABS	17.59	31.99	20.02								
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2 Wire Analog Voice (2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 3	3	UEPSR, UEPSB	UEABS	29.37	31.99	20.02								
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